

**SECOND AMENDMENT TO LEASE**  
**(Additional Space in Office Building located at**  
**21641 Ridgetop Circle, Sterling, Virginia)**

**THIS SECOND AMENDMENT TO LEASE** is made as of March 28, 2003  
between **RIDGETOP TWO, L. L.C.** ("Landlord") and the **BOARD OF**  
**SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA** ("Tenant").

**RECITALS**

A. By Lease dated February 22, 2001, as amended by First Amendment to Lease dated May 15, 2001 (collectively, the "Lease"), Landlord has leased to Tenant 14,974 rentable square feet of space (the "Existing Space") on the first floor of the two-story office building (the "Building") located on Lot 14 in the Loudoun Tech Center, Section 2. Landlord and Tenant desire to add to the Lease an additional 14,166 square feet of space (hereinafter called the "Additional Space") located on the first floor of the Building, to the end that Tenant will be leasing all of the rentable square feet located on the first floor of the Building.

B. In order to accomplish the above it is necessary to amend the Lease to reflect:

- (i) The addition of the Additional Space to the Premises and its use by the Tenant;
- (ii) The tenant improvements to be installed within the Additional Space and the Landlord's contribution toward the cost thereof;
- (iii) The increase in the rent for the Premises;

(iv) The increase in Tenant's pro rata share of the Building's operating expenses and taxes;

(v) The increase in the amount of the Tenant's security deposit; and

(vi) A change in the "business hours" of the Building and a clarification of the standards to be used for housekeeping services.

C. The parties further desire to amend the Lease so that the Term of the Lease, instead of ending on June 30, 2006, will end on July 31, 2013.

**NOW, THEREFORE, THIS LEASE AMENDMENT WITNESSETH:**

1. Landlord hereby leases to Tenant the remainder of the rentable space located on the first floor of the Building which remainder (hereinafter called the "Additional Space") contains 14,166 rentable square feet of space and is more particularly shown on Exhibit A attached to this Second Amendment. As a result the Premises will contain a total of 29,140 rentable square feet of space on the first floor of the Building.

2. Tenant shall use the Additional Space for general office use by the Department of Mental Health and the Health Department of Tenant. Tenant's use of the Additional Space shall otherwise be governed by the provisions of Section 1.3 ("Use") of the Lease.

3. The commencement of the Term of the Lease, insofar as it pertains to the Additional Space (the "Additional Space Beginning Date"), shall begin on the earlier of (a) the date Tenant takes possession and commences operations in the Additional Space, or (b) provided that the Additional Space Tenant Improvements (hereinafter defined) have been substantially complete (or would have been but for a

Tenant Delay (hereinafter defined)) August 1, 2003. If there is no Tenant Delay and Additional Space Tenant Improvements have not been substantially completed by August 1, 2003, then the Additional Space Beginning Date shall be the date specified in the notice required by paragraph 6 below, provided (i) Landlord is ready, willing and able to deliver possession to Tenant of the Additional Space in the condition required by this Second Amendment on the date specified in the notice (or would have been but for a "Tenant Delay").

If the Additional Space Beginning Date would be a Saturday, Sunday or legal holiday, the Additional Space Beginning Date shall be the first business day following that Saturday, Sunday or holiday.

4. The ending date of the Term, instead of being June 30, 2006, shall be July 31, 2013.

5. Landlord shall use commercially reasonable efforts to substantially complete the tenant improvements to be constructed in the Additional Space pursuant to the Work Agreement attached as Exhibit B to this Second Amendment (the "Additional Space Tenant Improvements") by August 1, 2003. As used herein, the term "substantially complete" means (a) completing the Additional Space Tenant Improvements to the extent that (A) Tenant can use the Additional Space for its intended purposes without material interference to Tenant conducting its ordinary business activities and (B) the incomplete items within the Additional Space are items such as details of construction, mechanical adjustments, or finishing touches that can be completed after the Additional Space is occupied without causing material interference with the Tenant's use of the Additional Space; and (b) securing a temporary or permanent

certificate of occupancy from the local political subdivision if required as a condition of occupancy of the Additional Space by the Tenant.

Landlord will deliver the Additional Space and the Additional Space Tenant Improvements required to be constructed by Landlord "broom clean" (i.e., cleaned by a commercial cleaning company) and free of debris.

Notwithstanding the foregoing, if Landlord shall be delayed in substantially completing the Additional Space Tenant Improvements as a result of:

- (i) In the event Tenant requests revisions to the preliminary space plan that is a part of Exhibit B, Tenant's failure to approve the revised preliminary space plan within 5 business days following Tenant's receipt of the same; or
- (ii) Tenant's request for changes in or modifications to the final plans or working drawings, subsequent to Tenant's approval of the same; or
- (iii) Tenant's failure to timely pay the amounts required pursuant to paragraph 2(b) of Exhibit B; or
- (iv) The inability to obtain non-"building standard" materials, finishes or installations requested by Tenant; or
- (v) The performance of any work by any person, firm or corporation employed or retained by Tenant; or
- (vi) The fact that the Additional Space Tenant's Improvements requested by Tenant exceed the normal and customary "building standard" building finishes generally found in tenant space in first class office buildings in the area of Loudoun County wherein the Premises are located;

then, in any such event (each a "Tenant Delay"), for purposes of determining the Beginning Date of the Lease Term insofar as it applies to the Additional Space, the Additional Space shall be deemed to have been substantially completed on the date that the Additional Space Tenant's Improvements would have been substantially completed if such delay or delays had not occurred.

6. Landlord will give Tenant at least fifteen (15) days advance notice of the estimated substantial completion date for the Additional Space Tenant's Improvements if later than August 1, 2003. If the estimated substantial completion date changes at any time after Landlord gives notice, then Landlord will give fifteen (15) days advance notice of the new estimated substantial completion date.

7. Before the Additional Space Beginning Date, the parties shall inspect the Additional Space, shall have all systems demonstrated, and prepare a punchlist. Landlord will complete the punchlist items and use commercially reasonable efforts to finish them within sixty (60) days after the Additional Space Beginning Date.

8. As its sole remedy, Tenant may cancel this Lease insofar as it pertains to the Additional Space if Landlord cannot deliver actual possession of the substantially completed Additional Space Tenant Improvements by October 31, 2003. To cancel Tenant must give notice to Landlord by November 15, 2003 and before Landlord gives notice to Tenant that the Additional Space Tenant Improvements are substantially complete. The time limitations shall be extended for a time equal to any period of Tenant Delay. Within fifteen (15) days after cancellation, Landlord will return to Tenant the additional security deposit referred to in paragraph 12 below, and the provisions of this Second Amendment shall become null and void and the lease of the Existing Space shall

continue to be governed by the terms and conditions of the Lease dated February 22, 2001 as amended by the First Amendment to Lease dated May 15, 2001.

9. Landlord, will make the Additional Space Tenant Improvements to the Additional Space in accordance with the Work Agreement attached as Exhibit B. The Additional Space Tenant Improvements will be completed in a good and workmanlike manner and comply with all Applicable Laws. Landlord will contribute the sum of \$30.00 per rentable square foot of the Additional Space (i.e., \$424,980) (the "Landlord's Additional Space Contribution") toward the cost of the Additional Space Tenant's Improvements, with Tenant to pay the excess, all as more particularly provided for in Exhibit B. In the event that the total cost of the Additional Space Tenant Improvements is less than the Landlord's Additional Space Contribution, any savings shall belong to Landlord.

10. Tenant, (although continuing to have the obligation to pay the rent specified in Section 2 of the Lease for the Existing Space through July 31, 2003), will be entitled to occupy the Additional Space rent free from the Beginning Date for the Additional Space through July 31, 2003, such occupancy the Additional Space otherwise to be subject to all of the covenants, terms and conditions of the Lease as amended by this Second Amendment. Provided the Additional Space Beginning Date shall have occurred on or before August 1, 2003, then beginning on August 1, 2003 and continuing thereafter, Tenant shall pay the Landlord rent for both the Existing Space and the Additional Space as follows:

(A) For the period commencing August 1, 2003 and ending on July 31, 2004 an annual rent of \$655,650 (i.e., \$22.50 multiplied by the 29,140 rentable square

feet of the Existing and Additional Space) payable in equal monthly installments of \$54,637.50.

(B) For the period commencing August 1, 2004 and ending on July 31, 2005 an annual rent of \$675,319.56 payable in equal monthly installments of \$56,276.63.

(C) For the period commencing August 1, 2005 and ending on July 31, 2006 an annual rent of \$695,579.16 payable in equal monthly installments of \$57,964.93.

(D) For the period commencing August 1, 2006 and ending on July 31, 2007 an annual rent of \$716,446.56 payable in equal monthly installments of \$59,703.88.

(E) For the period commencing August 1, 2007 and ending on July 31, 2008 an annual rent of \$737,940 payable in equal monthly installments of \$61,495.00.

(F) For the period commencing August 1, 2008 and ending on July 31, 2009 an annual rent of \$760,078.20 payable in equal monthly installments of \$63,339.85.

(G) For the period commencing August 1, 2009 and ending on July 31, 2010 an annual rent of \$782,880.60 payable in equal monthly installments of \$65,240.05.

(H) For the period commencing August 1, 2010 and ending on July 31, 2011 an annual rent of \$806,367.00 payable in equal monthly installments of \$67,197.25.

(I) For the period commencing August 1, 2011 and ending on July 31, 2012 an annual rent of \$830,558.04 payable in equal monthly installments of \$69,213.17.

(J) For the period commencing August 1, 2012 and ending on July 31, 2013 an annual rent of \$855,474.84 payable in equal monthly installments of \$71,289.57.

In the event the Additional Space Beginning Date shall be a date later than August 1, 2003, then the annual rent for the Existing Space shall, nevertheless, be reduced for the period commencing August 1, 2003 and ending on July 31, 2004 to

\$336,915 (i.e., \$22.50 multiplied by the 14,974 rentable square feet of the Existing Space) payable in equal monthly installments of \$28,076.25, escalating during each subsequent 12-month period at a rate that is 103% of the rate applicable to the prior 12-month period, with the rent for the Additional Space not to commence until the Additional Space Beginning Date.

11. Effective as of the Additional Space Beginning Date, the Tenant's pro rata share set forth in Section 2.2 of the Lease shall be increased from 25.31% to 49.25%.

12. The amount of the security deposit set forth in Section 2.4 of the Lease is increased from \$31,819.75 to \$54,637.50. The Landlord acknowledges the receipt from the Tenant of the sum of \$22,817.75 representing the difference between the \$31,819.75 previously paid on account of the security deposit and the increased amount of the security deposit.

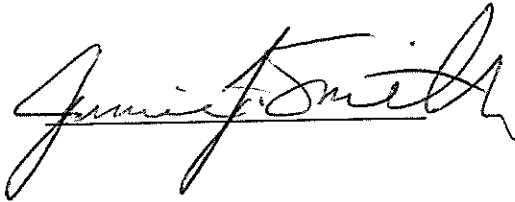
13. Effective on the Additional Space Beginning Date, the business hours described in Section 3.3 of the Lease shall be changed to 7:00 a.m. to 9:00 p.m. Monday through Thursday, 8:00 a.m. to 6:00 p.m. Friday and 8:00 a.m. to 1:00 p.m. Saturday, but excluding New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas; and the cleaning services provided by Landlord shall comply with the standards set forth in Exhibit C attached hereto.

14. The parties warrant that CB Richard Ellis is the only broker they have dealt with with respect to this Second Amendment to Lease. Landlord is solely responsible for paying the commissions of CB Richard Ellis pursuant to the terms of a separate agreement between them.

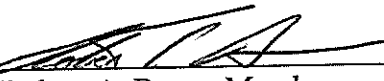


15. Except as amended hereby, this Lease is ratified and conformed by the parties hereto and, as amended by this Second Amendment shall constitute the Lease between them.

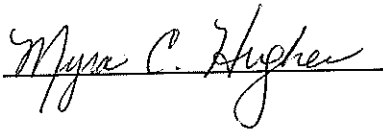
**WITNESS:**

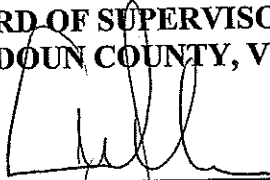


**LANDLORD:  
RIDGETOP TWO, L.L.C.**


By:   
Robert A. Bavar, Member

**TENANT:  
BOARD OF SUPERVISORS OF  
LOUDOUN COUNTY, VIRGINIA**



By:  3/27/03  
Name: JAY M. SNYDER  
Title: DIRECTOR OF GENERAL SERVICES

**APPROVED AS TO FORM:**

  
ASSISTANT COUNTY ATTORNEY